

**Fill in this information to identify the case:**

Lynn P. Fernbaugh  
Dawn E. Fernbaugh  
fka Dawn E. Biller  
Debtor(s):

**UNITED STATES BANKRUPTCY COURT FOR THE: MIDDLE  
DISTRICT OF PENNSYLVANIA**

Case Number: 13-bk-03534-RNO

Official Form 410S1

Notice of Mortgage Payment Change

If you file a claim secured by a security interest in the debtor's principal residence provided for under the debtor's plan pursuant to § 1322(b)(5), you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

**Name of creditor:** PENNYMAC LOAN  
SERVICES, LLC

**Last four digits** of any number  
you use to identify the debtor's  
account: 8623

**Court claim no.** (if known): 15

**Date of payment change:**  
Must be at least 21 days after date of  
this notice

04/01/2018  
mm/dd/yyyy

**New total payment:** \$ 1,604.77  
Principal, interest, and escrow, if any

**Part 1: Escrow Account Payment Adjustment**

**Will there be a change in the debtor's escrow account payment?**

☐ No

☒ Yes - Attach a copy of the escrow account statement prepared in a form consistent with applicable non-bankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

**Current escrow payment:** \$ 338.28

**New escrow payment:** \$ 368.57

**Part 2: Mortgage Payment Adjustment**

**Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?**

☒ No

☐ Yes - Attach a copy of the rate change notice prepared in a form consistent with applicable non-bankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

**Current interest rate:** \_\_\_\_\_%

**New interest rate:** \_\_\_\_\_%

**Current principal and interest payment:** \$ \_\_\_\_\_

**New principal and interest payment:** \$ \_\_\_\_\_

**Part 3: Other Payment Change**

**Will there be a change in the debtor's mortgage payment for a reason not listed above?**

☒ No

☐ Yes - Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

**Current mortgage payment:** \$ \_\_\_\_\_

**New mortgage payment:** \$ \_\_\_\_\_

**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box.

☐ I am the creditor. ☒ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

**/s/ Jill Manuel-Coughlin, Esquire**

Jill Manuel-Coughlin, Esquire

Harry B. Reese, Esquire

**Date:** February 26, 2018

**Title:** Attorney

**Print:** Jill Manuel-Coughlin, Esquire

**Company:** Powers, Kirn & Associates, LLC

**Address:** 8 Neshaminy Interplex, Suite 215  
Trevose, PA 19053

**E-Mail:** jill@pkallc.com/ harry.reese@pkallc.com

**Contact Phone:** 215-942-2090

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE: Lynn P. Fernbaugh Dawn E. Fernbaugh fka Dawn E. Biller  Debtor(s)  PENNYMAC LOAN SERVICES, LLC Movant  v. Lynn P. Fernbaugh Dawn E. Fernbaugh fka Dawn E. Biller  Debtor(s)	Case No. 13-bk-03534-RNO
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**CERTIFICATE OF SERVICE**

I hereby certify under penalty of perjury that I served the above captioned parties at the address specified below or on the attached list on February 26, 2018.

The type of service made on the parties (first-class mail, electronic notification, hand delivery or another type of service) was service by electronic notification and first class U.S. mail.

**Parties Served via Electronic Notification:**

John Matthew Hyams, Esquire  
Law Offices of John M. Hyams  
2023 N 2nd St  
Harrisburg, PA 17102

Attorney for Debtor(s)

Charles J DeHart, III , Esquire  
8125 Adams Drive, Suite A  
Hummelstown, PA 17036

Trustee

**Parties Serviced via First Class Mail:**

Fernbaugh, Lynn  
6 E. Woodland Drive  
Mechanicsburg, PA 17055

**/s/ Jill Manuel-Coughlin, Esquire**  
POWERS, KIRN & ASSOCIATES, LLC  
Jill Manuel-Coughlin, Esquire; Atty ID # 63252  
Harry B. Reese, Esquire; Atty ID #310501  
8 Neshaminy Interplex, Suite 215  
Trevose, PA 19053  
215-942-2090 phone; 215-942-8661 fax  
[jill@pkallc.com](mailto:jill@pkallc.com)/ [harry.reese@pkallc.com](mailto:harry.reese@pkallc.com)  
Attorney for Movant  
Dated: February 26, 2018



P.O. Box 514387  
Los Angeles, CA 90051-4387

## Escrow Account Disclosure Statement

**Statement Date:** February 2, 2018

**Loan Number:**

**Property Address:**

6 E WOODLAND DR  
MECHANICSBURG PA 17055



**Questions?** Visit our website @

**www.PennyMacUSA.com**

(800) 777 - 4001 (Se Habla Español)

M - F: 6:00 AM - 6:00 PM PT

Sat: 7:00 AM - 11:00 AM PT

LYNN P FERNBAUGH  
DAWN E FERNBAUGH  
6 E WOODLAND DR  
MECHANICSBURG, PA 17055-3370

### Annual Escrow Account Review

At least once each year, PennyMac Loan Services, LLC ("PennyMac") reviews your escrow account to make sure there is enough money to pay your property taxes and/or insurance premiums. This statement informs you of any adjustments to your monthly payment, shows you how much money you currently have in your escrow account and how much you will need in the next 12 months.

### Your New Mortgage Payment

During the next year, your escrow account balance is projected to have a shortage and/or escrow reserve payment (meaning not enough funds to pay your taxes and/or insurance as they come due). See Your Escrow Shortage and/or Escrow Reserve section on page 3 for more details.

**Option A:** If you choose not to pay the shortage and/or escrow reserve in full, no action is required. The shortage will be automatically spread over 12 months. Your new mortgage payment will be \$1,604.77 starting on April 1, 2018.

**Option B:** If you choose to pay your shortage and/or escrow reserve of \$311.88 in full, your new mortgage payment will be \$1,578.78 starting on April 1, 2018. To pay the shortage and/or escrow reserve, you can use the coupon below, pay online or call our Customer Service Department at the number listed above.

Description	Current Monthly Payment Amount	Option A Spread Shortage Over 12 Months	Option B Pay Shortage and/or Reserve In Full
Principal and Interest	\$1,236.20	\$1,236.20	\$1,236.20
Escrow Payment	\$327.06	\$342.58	\$342.58
Shortage Payment	\$12.14	\$0.00	\$0.00
Escrow Reserve Payment	\$0.00	\$25.99	\$0.00
Total Payment Amount	\$1,575.40	\$1,604.77	\$1,578.78



### Escrow Shortage and/or Escrow Reserve Amount: \$311.88

Payment Due Date: April 01, 2018

Make check payable to: PENNYMAC LOAN SERVICES, LLC

Escrow Shortage Amount Enclosed: \$

**Loan Number:**

Mail To: PENNYMAC LOAN SERVICES, LLC  
PO BOX 660929  
DALLAS, TX 75266-0929



LYNN P FERNBAUGH  
DAWN E FERNBAUGH  
6 E WOODLAND DR  
MECHANICSBURG, PA 17055-3370

## Projected Escrow Account Activity

Over the next year, PennyMac expects to pay \$4,110.97 from your escrow account. Your new monthly escrow payment is \$342.58.

Escrow Item Description	Annual Amount	Monthly Amount
Hazard Ins:	\$646.00	
City Tax:	\$1,051.86	
School Tax:	\$2,413.11	
Total Payments from Escrow:	\$4,110.97	÷ 12 = \$342.58

Below is a projection of escrow account activity from April 01, 2018 through March 31, 2019. These amounts may change when the actual payments become due.

Month	Escrow Deposit(s)	Tax Payment(s)	Insurance Payment(s)	Mortgage Insurance Payment(s)	Projected Balance
Beginning Escrow Balance					\$2,125.34
Apr 2018	\$342.58	\$1,051.86	\$0.00	\$0.00	\$1,416.06
May 2018	\$342.58	\$0.00	\$0.00	\$0.00	\$1,758.64
Jun 2018	\$342.58	\$0.00	\$0.00	\$0.00	\$2,101.22
Jul 2018	\$342.58	\$0.00	\$0.00	\$0.00	\$2,443.80
Aug 2018	\$342.58	\$2,413.11	\$0.00	\$0.00	\$373.27 <sup>1</sup>
Sep 2018	\$342.58	\$0.00	\$0.00	\$0.00	\$715.85
Oct 2018	\$342.58	\$0.00	\$0.00	\$0.00	\$1,058.43
Nov 2018	\$342.58	\$0.00	\$0.00	\$0.00	\$1,401.01
Dec 2018	\$342.58	\$0.00	\$0.00	\$0.00	\$1,743.59
Jan 2019	\$342.58	\$0.00	\$0.00	\$0.00	\$2,086.17
Feb 2019	\$342.58	\$0.00	\$0.00	\$0.00	\$2,428.75
Mar 2019	\$342.58	\$0.00	\$646.00	\$0.00	\$2,125.33
Ending Escrow Balance					\$2,125.33
Totals	\$4,110.96	\$3,464.97	\$646.00	\$0.00	

<sup>1</sup> Lowest projected balance.

## Important Information About Mailed Payments

- Payments with a coupon are processed the same day as receipt when received prior to 8:00 AM PST. Overnight payments with a coupon are processed the same day as receipt when received prior to 10:30 AM PST. Payments not processed the same day are effective dated to the date of receipt.
- Please make checks payable to PennyMac Loan Services, LLC. Postdated checks are processed the same date as receipt.
- Please do not send cash. Payment instructions are limited to the information provided by PennyMac on the payment coupon only.
- Please sign and write your account number on your check or money order.

## Periodic & Partial Payment Policy

If you send us your payment with additional funds and don't specify how you want that money applied, we will first post payment(s) to bring your loan current. Any remaining money will then be applied based on a payment hierarchy towards outstanding escrow shortages and fees before any funds are posted as a principal reduction. Funds may be applied based on the perceived customer intent. For example, if the received amount is equal to the periodic payment due plus an exact match to outstanding late charges due on the loan, PennyMac may apply the excess funds to late charges due amounts rather than applying excess funds to an escrow shortage based on the payment hierarchy. If the money you sent wasn't enough for a payment, it will be applied to your loan as unapplied funds. For escrowed loans, we will accept a payment that is less than your periodic payment by an amount up to \$50.00. PennyMac will short your escrow account by the amount necessary to make the full periodic payment. Please note this may cause an escrow shortage in the future, which will result in an increase in your payment. For non-escrowed loans, we will accept a payment that is less than your periodic payment by an amount up to \$10.00. We will use a corporate advance, which will be billed to your account, to make the full periodic payment. Depending on the requirements of your loan documents, owner/insurer/guarantor of your loan or applicable law, and depending on the status of your account, partial payments that are outside the tolerances described above may be promptly returned to you, applied to your account, or held in a non-interest bearing account until additional funds sufficient to equal a periodic payment are received.

## Your Escrow Shortage and/or Reserve

Based on the projected activity above, our review shows that your escrow balance is less than \$0. This means you have a deficiency (meaning negative balance) of (\$10,130.92), and an additional required balance of \$311.88 to satisfy the reserve.

Lowest Projected Balance	\$373.27
Minimum Required Balance	\$685.15
Escrow Shortage and/or Escrow Reserve	\$311.88

PennyMac requires a minimum balance up to one-sixth of the estimated total annual payments from your escrow account, unless state law or your mortgage contract requires less, to help cover any unexpected increases in taxes and/or insurance. The minimum required balance does not include mortgage insurance.

## Escrow Account History

The following is the statement of activity in your escrow account from April 01, 2017 through March 31, 2018.

Last year, we anticipated that payments from your account would be made during this period equaling \$4,059.41. Your lowest monthly balance should not have exceeded \$676.56, or 1/6 of anticipated payments from the account, unless your mortgage contract or state law specifies a lower amount.

The table below shows the Projected and Actual account history for the previous escrow account period.

Month	Payments		Disbursements		Escrow Balance	
	Projected	Actual	Projected	Description	Actual	Description
<b>Beginning Escrow Balance</b>					\$2,437.83	(\$7,715.31)
Apr 2017	\$338.28	\$0.00 *	\$1,047.61	City Tax	\$0.00 *	\$1,728.50 (\$7,715.31)
May 2017	\$338.28	\$0.00 *	\$0.00		\$0.00	\$2,066.78 (\$7,715.31)
Jun 2017	\$338.28	\$0.00 *	\$0.00		\$2.50 *	Reversal \$2,405.06 (\$7,717.81)
Jul 2017	\$338.28	\$0.00 *	\$0.00		\$0.00	\$2,743.34 (\$7,717.81)
Aug 2017	\$338.28	\$0.00 *	\$2,365.80	School Tax	\$2,413.11 *	School Tax \$715.82 (\$10,130.92) <sup>2</sup>
Sep 2017	\$338.28	\$0.00 *	\$0.00		\$0.00	\$1,054.10 (\$10,130.92) <sup>2</sup>
Oct 2017	\$338.28	\$0.00 *	\$0.00		\$0.00	\$1,392.38 (\$10,130.92) <sup>2</sup>
Nov 2017	\$338.28	\$0.00 *	\$0.00		\$0.00	\$1,730.66 (\$10,130.92) <sup>2</sup>
Dec 2017	\$338.28	\$0.00 *	\$0.00		\$0.00	\$2,068.94 (\$10,130.92) <sup>2</sup>
Jan 2018	\$338.28	\$0.00 *	\$0.00		\$0.00	\$2,407.22 (\$10,130.92) <sup>2</sup>
Feb 2018	\$338.28	\$0.00 *	\$0.00		\$0.00	\$2,745.50 (\$10,130.92) <sup>2</sup>
Mar 2018	\$338.28	\$12,902.26 *E	\$646.00	Hazard Ins	\$646.00 E	Hazard Ins \$2,437.78 \$2,125.34
<b>Ending Escrow Balance</b>					\$2,437.78	\$2,125.34
<b>Totals</b>	\$4,059.36	\$12,902.26	\$4,059.41		\$3,061.61	

<sup>2</sup> Lowest actual balance.

An asterisk '\*' beside an amount indicates a difference from projected activity, either in the amount or the date.

The letter 'E' beside an amount indicates that the payment has not yet occurred, but is estimated to occur as shown.

At the time of analysis, PennyMac assumes that you will make all scheduled mortgage payments by or before the effective date of your new payment (shown in the Projected Escrow Account Activity section above).

## Other Important Information

## How to Contact Us



www.PennyMacUSA.com

Available 24/7 on all your devices:

PC, Tablet, and Mobile.

*El sitio web y las declaraciones están disponibles en español.***Go Paperless today!****PennyMac Customer Service:**

(800) 777 - 4001

M - F: 6:00 AM - 6:00 PM PT

Sat: 7:00 AM - 11:00 AM PT

**Fax:** (866) 577 - 7205**PennyMac Loan Services, LLC**

Attn: Correspondence Unit

P.O. Box 514387

Los Angeles, CA 90051-4387

Notices of error or information requests **must** be mailed to this address.

## How to Make a Payment

**Auto-Pay** \*: Enroll in Auto-Pay, on our website, to set up recurring payments from the bank account of your choice.**Pay Online:** Make a one-time payment on our website.**Pay-by-Phone:** (800) 777-4001  
(Fees may apply to use this service)**Western Union:**

Code City: PennyMac

Pay To: PennyMac Loan Services

Code State: CA

ID Number: Enter Loan Numner

**Check** \*\*: Mail to PennyMac:**Standard Address:** P.O. Box 660929

Dallas, TX 75266-0929

**Overnight Address:**

Attn: Lockbox Operations POB 30597

20500 Belshaw Ave.

Carson, CA 90746

## Tax and Insurance Information

**Property Tax Bills:**If you receive a tax bill, you do not need to take any action. (**Please note:** Supplemental/ Additional tax bills are the responsibility of the homeowner; PennyMac will pay them from the escrow account upon request.)**General Insurance Questions:** (866) 318-0208**Insurance Information:** Any time there is a change to your insurance policy please provide your insurance carrier the following information:**Mortgagee Clause:**

PennyMac Loan Services, LLC

Its Successors and/or Assigns

P.O. Box 6618

Springfield, OH 45501-6618

## Credit Reporting Information

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

## Important Consumer Information

This is an attempt by a debt collector to collect a debt and any information obtained will be used for that purpose. However, if your account is subject to pending bankruptcy proceedings or if you have received a discharge in bankruptcy, this statement is for informational purposes only and is not an attempt to collect a debt against you personally.

**Requests for prior payment adjustments:** To request funds for a prior payment be applied differently, you **must** notify PennyMac within 90 days of the original transaction. After 90 days, we will only change the application of funds if the transaction was applied contrary to your documented instructions.*\* If you are enrolled in a PennyMac Auto-Pay program, and received a payment change notification, the new payment amount will be drafted on your scheduled draft date. (The principal curtailment amount will not change.) If you pay via online bill payment, please update the payment amount with your financial institution to ensure timely processing of your payment.**\*\* When you pay with a check, you authorize PennyMac either to use information from your check to make a one-time electronic fund transfer (EFT) from your account, or to process the payment as a check transaction. When we use information from your check to make an EFT, funds may be withdrawn from your account on the same day PennyMac receives your payment. Please note that your financial institution will not send back your check. If funds are returned unpaid, a return service charge may be assessed to your loan whether processing your payment as a check or an EFT, as allowed by applicable law.*

In accordance with the Fair Debt Collection Practices Act, 15 U.S.C. section 1692 et seq., debt collectors are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to: (i) the use or threat of violence; (ii) the use of obscene or profane language; and (iii) repeated phone calls made with the intent to annoy, abuse, or harass. AS REQUIRED BY NEW YORK STATE LAW, if a creditor or debt collector receives a money judgment against you in court, state and federal laws prevent the following types of income from being taken to pay the debt: 1) Supplemental security income (SSI); 2) Social security; 3) Public assistance (welfare); 4) Spousal support, maintenance (alimony) or child support; 5) Unemployment benefits; 6) Disability benefits; 7) Workers' compensation benefits; 8) Public or private pensions; 9) Veterans' benefits; 10) Federal student loans, federal student grants, and federal work study funds; 11) and Ninety percent of your wages or salary earned in the last sixty days. PennyMac Loan Services, LLC is registered with the Superintendent of the New York State Department of Financial Services (Department). You may file complaints about PennyMac with the Department. You may obtain further information from the Department by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting [www.dfs.ny.gov](http://www.dfs.ny.gov).



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